

RECORDATION NO. 21437-G FILED

MAY 18 '10 -2 00 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, NW
SUITE 301
WASHINGTON, DC

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

20036

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May 18, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Termination, Release of Liens and Bill of Sale (UPRR 1998-G), dated as of May 18, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 21437

The names and addresses of the parties to the enclosed document are:

Lessee.	Union Pacific Railroad Company 1400 Douglas Street Omaha NE 68179-1580
Lessor:	MLD SC Rail Leasing I Co., Ltd. 2-9, Nishi-Shinbashi 1-chome Minato-ku Tokyo 105, Japan
Security Trustee:	The Bank of New York Mellon Trust Company, N.A. (successor in interest to Harris Trust and Savings Bank) 2 North LaSalle Street Chicago, IL 60602

Section Chief
May 18, 2010
Page 2

A description of the railroad equipment covered by the enclosed document is:

11 locomotives within the series UP 8250 - UP 8268 as more particularly set forth in the attachment to the document.

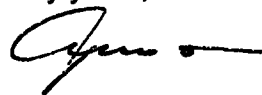
A short summary of the document to appear in the index is:

Lease Termination, Release of Liens and Bill of Sale (UPRR 1998-G).

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', followed by a horizontal line.

Robert W. Alvord

RWA/sem
Enclosures

RECORDATION NO. 21437-9 FILED

MAY 18 '10 -2 0 0 PM

EXECUTION VERSION

SURFACE TRANSPORTATION BOARD

(UPRR 1998-G)

**LEASE TERMINATION,
RELEASE OF LIENS
AND
BILL OF SALE**

Dated as of May 18, 2010

among

UNION PACIFIC RAILROAD COMPANY

as Lessee

MLD SC RAIL LEASING II CO., LTD.

as Lessor

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
(successor to HARRIS TRUST AND SAVINGS BANK)

as Security Trustee

THIS AGREEMENT SHALL BE FILED WITH THE SURFACE TRANSPORTATION BOARD AND DEPOSITED IN THE OFFICE OF THE REGISTRAR GENERAL OF CANADA, AND UPON SUCH FILING, EACH OF THE DOCUMENTS DESCRIBED ON EXHIBIT B ATTACHED HERETO, AND THE INTERESTS OF THE PARTIES EVIDENCED THEREBY, SHALL BE TERMINATED OR RELEASED, AS THE CASE MAY BE, WITH RESPECT TO THE EQUIPMENT DESCRIBED ON EXHIBIT A ATTACHED HERETO

Lease Termination, Release of Liens and Bill of Sale
MLD SC Rail II/Union Pacific

THIS LEASE TERMINATION, RELEASE OF LIENS AND BILL OF SALE (this "Agreement"), dated as of May 18, 2010 among UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), MLD SC RAIL LEASING II CO, LTD, a corporation formed under the laws of Japan, (the "Lessor" or the "Borrower") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (successor to HARRIS TRUST AND SAVINGS BANK), a national banking association (the "Security Trustee").

WITNESSETH

WHEREAS, the Lessor and the Lessee have heretofore entered into: (i) a Lease Agreement (UPRR 1998-G) (the "Lease"), dated as of May 18, 1998; (ii) a Lease Supplement No. 1 (the "Lease Supplement") thereto, dated as of May 29, 1998, and (iii) a Lessor Security Agreement (the "Lessor Security Agreement"), dated as of May 18, 1998;

WHEREAS, the Borrower and the Security Trustee have heretofore entered into: (i) a Mortgage and Security Agreement (UPRR 1998-G) (the "Mortgage"), dated as of May 18, 1998; and (ii) a Mortgage Supplement No. 1 (the "Mortgage Supplement") thereto, dated as of May 29, 1998,

WHEREAS, the Lessor and the Security Trustee have heretofore entered into a Memorandum of Lease Assignment (UPRR 1998-G) (the "Assignment"), dated as of May 29, 1998;

WHEREAS, the Lease provides for the transfer of all of the Lessor's right, title and interest in and to the Locomotives listed on Exhibit A attached hereto and incorporated herein by this reference (the "Equipment") and for the termination of the Lease, in each case should Lessee exercise its purchase option in accordance with Section 19 of the Lease, and

WHEREAS, the Lessee provided notice to Lessor, dated March 2, 2010, that it has elected to exercise its purchase option and has paid the Purchase Price in full in accordance with Section 19 of the Lease;

NOW THEREFORE, in consideration of the premises and for good and sufficient consideration, the parties hereto hereby agree as follows:

1. Capitalized terms used herein without definition shall have the respective meanings set forth in the Lease

2. The Lessor does hereby acknowledge that (a) any and all Liens under the Lessor Security Agreement are hereby released and canceled, and (b) the Lease and the Lease Supplement are hereby terminated and canceled with respect to the Equipment, and the Lessor does hereby grant, bargain, sell, transfer and convey unto the Lessee without recourse or warranty except as provided in this paragraph all of its right, title and interest in and to the Equipment, including any and all rights of the Lessor in the Assignment, "as is, where is," free and clear of all right, title and interest of the Lessor and the Lessor's Liens, to have and to hold all and singular the Equipment unto the Lessee, its successors and assigns forever, provided that the Lessee agrees that nothing contained herein shall prejudice those rights of the Lessor which are intended under the Lease to survive the termination thereof. The Security Trustee does hereby acknowledge the foregoing.

3. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument

4. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Equipment described on Exhibit A attached hereto.

5. This Agreement shall be governed by and construed in accordance with the laws of New York.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,
as Lessee

By: Steven A. Oiness
Name: Steven A. Oiness
Title: Assistant Treasurer

MLD SC RAIL LEASING II CO., LTD.,
as Lessor

By: _____
Name: _____
Title: _____

THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., (successor to HARRIS TRUST AND SAVINGS
BANK),
as Security Trustee

By _____
Name: _____
Title: _____

Lease Termination, Release of Liens and Bill of Sale
MLD SC Rail II/Union Pacific

4. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Equipment described on Exhibit A attached hereto.

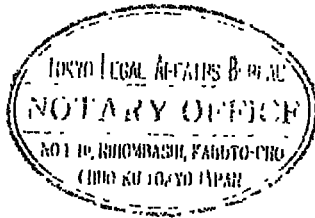
5. This Agreement shall be governed by and construed in accordance with the laws of New York.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,
as Lessee

By: _____
Name:
Title:

MLD SC RAIL LEASING II CO., LTD.,
as Lessor



By: _____
Name: **GER HOLTZ**
Title: **DIRECTOR**

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., (successor to HARRIS TRUST AND
SAVINGS BANK),
as Security Trustee

By: _____
Name:
Title:

4. This Agreement shall be filed with the Surface Transportation Board and deposited in the Office of the Registrar General of Canada, and upon such filing, each of the documents described on Exhibit B attached hereto, and the interests of the parties evidenced thereby, shall be terminated or released, as the case may be, with respect to the Equipment described on Exhibit A attached hereto.

5. This Agreement shall be governed by and construed in accordance with the laws of New York.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

UNION PACIFIC RAILROAD COMPANY,
as Lessee

By: _____
Name: _____
Title: _____

MLD SC RAIL LEASING II CO., LTD.,
as Lessor

By: _____
Name: _____
Title: _____

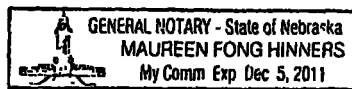
THE BANK OF NEW YORK MELLON TRUST COMPANY,
N.A., (successor to HARRIS TRUST AND SAVINGS
BANK),
as Security Trustee

By:  _____
Name. D. G. DONOVAN
Title. VICE PRESIDENT

State of Nebraska)
) ss
 County of Douglas)

On this 11 day of May, 2010, before me, a notary public, personally appeared Steven A. Oiness, to me personally known, who being by me duly sworn says that he is the Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Maureen Fong Hinnners
 Notary Public

My Commission Expires: 12-5-11

State of Illinois)
) ss
 County of Cook)

On this ____ day of May, 2010, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the Vice President of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., (successor to HARRIS TRUST AND SAVINGS BANK) as Security Trustee and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation

(Notarial Seal)

 Notary Public

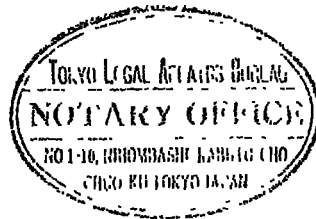
My Commission Expires:

Lease Termination, Release of Liens and Bill of Sale
MLD SC Rail II/Union Pacific

I, GEN HORIE certify that I am DIRECTOR of MLD SC RAIL LEASING II CO., LTD., that the seal affixed to the foregoing instrument is the corporate seal of said company, that the instrument was signed and sealed on behalf of the company by authority of the resolution of its Sole Director, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the company. I further certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 14 day of MAY, 2010.





State of Nebraska)
)
County of Douglas) ss

On this ____ day of May, 2010, before me, a notary public, personally appeared _____, to me personally known, who being by me duly sworn says that he is the **Assistant Treasurer of UNION PACIFIC RAILROAD COMPANY** and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

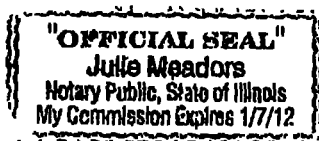
Notary Public

My Commission Expires:

State of Illinois)
)
County of Cook) ss

On this 10 day of May, 2010, before me, a notary public, personally appeared **D. G. DONOVAN**, to me personally known, who being by me duly sworn says that he is the Vice President of **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, (successor to HARRIS TRUST AND SAVINGS BANK) as Security Trustee and that said instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)



Notary Public

My Commission Expires: 1-7-12

Lease Termination, Release of Liens and Bill of Sale
MLD SC Rail II/Union Pacific

Exhibit A

SCHEDULE OF EQUIPMENT

<u>Quantity</u>	<u>Equipment</u>	<u>Road Numbers</u>
11	General Motors Corporation (Electro-Motive Division) Model SD-9043 MAC Diesel Electric Locomotives	UP 8250 UP 8257 UP 8258 UP 8259 UP 8260 UP 8261 UP 8262 UP 8263 UP 8265 UP 8266 UP 8268

Lease Termination, Release of Liens and Bill of Sale
MLD SC Rail II/Union Pacific

Exhibit B 3
Page 1 of 2

ORIGINAL SURFACE TRANSPORTATION BOARD FILINGS

<u>Description</u>	<u>Filing Date</u>	<u>Recordation Number</u>
Memorandum of Lease Agreement (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of May 29, 1998	May 28, 1998	21437
Memorandum of Mortgage and Security Agreement (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Borrower and Harris Trust and Savings Bank, as Security Trustee, dated as of May 29, 1998	May 28, 1998	21437-A
Memorandum of Lease Supplement No. 1 (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of May 29, 1998	May 28, 1998	21437-B
Memorandum of Mortgage Supplement No. 1 (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Borrower, and Harris Trust and Savings Bank, as Security Trustee, dated as of May 29, 1998	May 28, 1998	21437-C
Memorandum of Lease Assignment (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Lessor, and Harris Trust and Savings Bank, as Security Trustee, dated as of May 29, 1998	May 28, 1998	21437-D
Memorandum of Dollar Account Pledge Agreement (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Borrower, and Kreditanstalt für Wiederaufbau, as Agent, dated as of May 29, 1998	May 28, 1998	21437-E
Memorandum of Lessor Security Agreement (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of May 29, 1998	May 28, 1998	21437-F

Lease Termination, Release of Liens and Bill of Sale
MLD SC Rail II/Union Pacific

Exhibit B
Page 2 of 2

ORIGINAL REGISTRAR GENERAL OF CANADA FILINGS

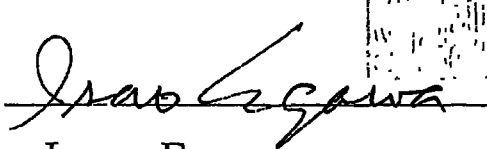
<u>Description</u>	<u>Filing Date</u>	<u>Document Key</u>
Memorandum of Lease Agreement (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of May 29, 1998	May 28, 1998	10964
Memorandum of Mortgage and Security Agreement (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Borrower and Harris Trust and Savings Bank, as Security Trustee, dated as of May 29, 1998	May 28, 1998	10963
Memorandum of Lease Supplement No. 1 (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of May 29, 1998	May 28, 1998	10962
Memorandum of Mortgage Supplement No. 1 (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Borrower, and Harris Trust and Savings Bank, as Security Trustee, dated as of May 29, 1998	May 28, 1998	10961
Memorandum of Lease Assignment (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Lessor, and Harris Trust and Savings Bank, as Security Trustee, dated as of May 29, 1998	May 28, 1998	10960
Memorandum of Dollar Account Pledge Agreement (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Borrower, and Kreditanstalt für Wiederaufbau, as Agent, dated as of May 29, 1998	May 28, 1998	10959
Memorandum of Lessor Security Agreement (UPRR 1998-G) between MLD SC Rail Leasing II Co., Ltd., as Lessor, and Union Pacific Railroad Company, as Lessee, dated as of May 29, 1998	May 28, 1998	10958

Registration No. 341 of 2010

NOTARIAL CERTIFICATE

This is to certify that Mr. Akihiko Nakaji, an attorney-in-fact of Mr. Gen Horie, Director of MLD SC RAIL LEASING II Co.,Ltd., declared in my very presence that said Mr. Gen Horie had signed and sealed to the attached document and so the signatures and seal were true and genuine.

Dated this 14th day of May, 2010


Isao Egawa

Notary, attached to

The Tokyo Legal Affairs Bureau

No 1-10, Nihombashi, Kabuto-cho,

Chuo-ku, Tokyo, Japan

囑託人 有限会社エム・エル・ディ・エスシー・レール・リーシング・ツー
取締役 堀江元 は、別添文書にされた署名押印が自己の真正なものに相違ない旨、代理人 中路晃彦 を通じ、本公証人に対し自認した。

よって、これを認証する。

平成22年 5月 14 日、本公証人役場において

東京法務局所属

公証人
Notary


Isao Egawa

証 明

上記署名は、東京法務局所属公証人の署名に相違ないものであり、かつ、その押印は、
真実のものであることを証明する。

平成22年 5月 14 日

東京法務局長

山舗 弥一郎



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1 Country: JAPAN

This public document

2. has been signed by **Isao Egawa**

3 acting in the capacity of Notary of the Tokyo Legal Affairs Bureau

4 bears the seal/stamp of **Isao Egawa, Notary**

Certified

5 at Tokyo

6 MAY. 14. 2010

7. by the Ministry of Foreign Affairs

8 10- N° 00000000

9 Seal/stamp

10 Signature





Kazutoyo OYABE
For the Minister for Foreign Affairs

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated:

5/18/10



Robert W Alvord